

Dated 5-20-13

EXHIBIT "B"

SPECIAL CONDITIONS

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B-1	SMALL BUSINESS SUBCONTRACTING PLAN
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SC-2 AUTHORITY OF PERSONNEL (Apr 2012)

- (a) CONTRACTOR designates the below named individual as the Subcontract Administrator to administer the subcontract and act as CONTRACTOR'S authorized representative.

Darren Knox
Los Alamos National Security, LLC
Los Alamos National Laboratory
P.O. Box 1663, Mail Stop D447
Los Alamos, NM 87545-1663
Phone: (505) 665-3814
Fax: (505) 665-9022
Email: dknox@lanl.gov

Additionally, all correspondence shall be issued and received by the designated Subcontract Administrator. The Subcontract Administrator is the only individual authorized to direct SUBCONTRACTOR to deviate from the express, written terms of the subcontract.

- (b) CONTRACTOR designates the below named individual as the Subcontract Technical Representative (STR), who is the point of contact for all of the technical aspects of the subcontract and is responsible for oversight of SUBCONTRACTOR's technical performance under this subcontract. The STR is also responsible for monitoring and facilitating SUBCONTRACTOR compliance with various subcontract requirements, such as submission of technical deliverables and evidence of completion of training requirements.

Manuel Vigil
Los Alamos National Security, LLC
Los Alamos National Laboratory
P.O. Box 1663, Mail Stop B260
Los Alamos, NM 87545-1663
Phone: (505) 665-1960
Fax: (505) 667-2036
Email: mbv@lanl.gov

The STR may designate other personnel to oversee the performance of the Work, sign field tickets, etc. However, the designated STR retains ultimate authority over the technical aspects of the Work. Should SUBCONTRACTOR and the STR disagree over the technical aspects of the subcontract such matters will be immediately referred to CONTRACTOR'S Subcontract Administrator for resolution. The STR does not possess any authority, express or implied, to direct SUBCONTRACTOR to deviate from the terms and conditions of the subcontract.

- (c) The Subcontract Administrator's Property Representative (SAPR) is:

ASM-PM Disposition Office
Los Alamos National Security, LLC
Los Alamos National Laboratory
P.O. Box 1663, Mail Stop C308
Los Alamos, NM 87545
Phone: (505) 665-8079
Fax: (505) 667-3195
Email: disposition@lanl.gov

The ASM-PM Disposition Office is designated to monitor the government property provided, acquired, or used in the performance of this subcontract. Any questions concerning said government property should be addressed to the Subcontract Administrator with a copy to the SAPR. The SAPR is also authorized to take any action necessary to ensure compliance with Federal Property Management Regulations, DOE Property Management Regulations, the LANL

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Property Management Manual and the terms of this subcontract regarding the appropriate use, loss, replacement, transfer, return, or other disposition of government-furnished property or subcontractor-acquired property. Notwithstanding the foregoing, the SAPR does not possess authority to change any of the requirements under this subcontract.

- (d) The Acquisition Services Management Division Manager, or the Manager's designee, may change the Subcontract Administrator, STR or SAPR at any time upon written notice to the SUBCONTRACTOR.

SC-3A COMMENCEMENT, PROGRESS AND COMPLETION OF THE WORK (Jun 2009 - Deviation)

- (a) SUBCONTRACTOR shall furnish sufficient personnel, equipment, and facilities and shall work such hours to assure prosecution of the Work to completion in accordance with the Subcontract Schedule Dates stated in Exhibit "C" Form B Milestone and Payment Schedule.
- (b) SUBCONTRACTOR shall, from time to time, be required to provide to CONTRACTOR for approval an original and subsequently updated Subcontract Schedule showing all activities and sequence of operations needed for the orderly performance and completion of the Work in accordance with the Subcontract Milestones set forth above. SUBCONTRACTOR shall adhere to the approved Subcontract Schedule, submitting periodic progress reports and/or proposed schedule changes in form and manner directed by CONTRACTOR.
- (c) CONTRACTOR may extend the term of this subcontract by giving written notice to the SUBCONTRACTOR by the date specified as the expiration date of the subcontract. CONTRACTOR shall attempt to give the SUBCONTRACTOR a preliminary written notice of its intent to extend the term of the subcontract at least 60 days before the then current expiration date; however, the preliminary notice shall not be a commitment by CONTRACTOR to extend the term of the subcontract. Failure to provide the preliminary notice at least 60 days before the current expiration date does not prevent CONTRACTOR from such extension. Extension of the term of this subcontract shall be accomplished by a unilateral written subcontract modification issued by CONTRACTOR. Such extension may be made from time to time or in one modification. The total duration of this subcontract shall not exceed sixty (60) months.

SC-10B INSURANCE REQUIREMENTS (Jan 2010)

- (a) SUBCONTRACTOR shall, at its expense, maintain in effect at all times, during the performance of the Work, insurance coverage with limits not less than those set forth below and with insurers with an A.M. Best rating of not less than A-VII or equivalent and under forms of policies satisfactory to CONTRACTOR:
- (1) Workers' Compensation as required by any applicable law or regulation.
 - (2) Employer's Liability of not less than \$500,000 each accident.
 - (3) Commercial General Liability with limits of liability for bodily injury, property damage and personal injury of not less than:

\$ 500,000	Combined single limit for Bodily Injury and Property Damage each occurrence;
\$ 500,000	Personal Injury Limit each occurrence;
\$1,000,000	Products-Completed Operations Annual Aggregate Limit; and
\$1,000,000	General Annual Aggregate Limit (other than Products-Completed Operations).
- (i) Coverage (a)(3) shall apply to the indemnity agreement in the General Condition titled "INDEMNITY".

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- (ii) To the maximum extent permitted by applicable law but no further, CONTRACTOR, and its members, subsidiaries, affiliates, and the officers, directors, and employees of the foregoing shall be named as Additional Insureds under the Commercial General Liability Insurance policy, but only with respect to liability caused by or arising out of the acts or omissions of SUBCONTRACTOR or its officers, employees or agents in the performance of ongoing operations for CONTRACTOR and GOVERNMENT. The United States Insurance Services Office (ISO) form CG 2010 07 04 or equivalent as determined by CONTRACTOR shall be used to show the Additional Insureds. Such insurance shall: (1) include an Insurer's waiver of subrogation in favor of the Additional Insureds; (2) be primary and non-contributory as regards any other coverage maintained for or by the Additional Insureds whether primary, excess, contingent, or on any other basis; (3) contain a cross-liability clause, also known as separation of interest / severability of interests / separation of insureds condition; and (4) be on an occurrence policy form, not a claims made form.
- (iii) In lieu of naming CONTRACTOR, and its members, subsidiaries, affiliates, officers, directors, and employees as Additional Insureds under the Commercial General Liability policy, SUBCONTRACTOR may, at CONTRACTOR'S sole discretion and not as an option, provide Owners and Contractors Protective Liability Insurance. If SUBCONTRACTOR carries Owners and Contractors Protective Liability Insurance, the policy shall have a combined single limit for Bodily Injury or Property Damage of not less than: \$500,000 Each Occurrence and \$1,000,000 Annual Aggregate. If the policy covers more than one project, this subcontract (the Work) shall be designated in the Policy Declarations. The policy shall name CONTRACTOR, and its members, subsidiaries, affiliates, officers, directors, and employees as Named Insured.

If the CGL policy does not have an endorsement providing the General Annual Aggregate limits are as indicated above, SUBCONTRACTOR shall provide an endorsement titled "Amendment of Limits of Insurance (Designated Project or Premises)." Such endorsement shall provide for a Products-Completed Operations Annual Aggregate Limit of not less than \$1,000,000 and a General Annual Aggregate Limit of not less than \$1,000,000.

- (4) Automobile Liability (Owned, hired and non-owned) with combined single limits of liability for bodily injury or property damage of not less than \$500,000 for any one occurrence. SUBCONTRACTOR'S Automobile Liability Insurance shall include coverage for Automobile Contractual Liability.
- (5) In the event SUBCONTRACTOR maintains insurance covering loss or damage to equipment, tools, or any other property of SUBCONTRACTOR such insurance shall include an Insurer's waiver of subrogation in favor of CONTRACTOR and GOVERNMENT.
- (b) The required limits of coverage specified in (a)(1) through (a)(4) may be satisfied by a combination of a primary policy and an excess or umbrella policy.
- (c) The requirements contained herein as to types and limits, as well as CONTRACTOR'S approval of insurance coverage to be maintained by SUBCONTRACTOR, are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by SUBCONTRACTOR under this subcontract.
- (d) Neither CONTRACTOR nor GOVERNMENT is maintaining any insurance on behalf of SUBCONTRACTOR covering against loss or damage to the Work or to any other property of SUBCONTRACTOR.

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- (e) SUBCONTRACTOR shall deliver to CONTRACTOR no later than ten (10) calendar days after subcontract award, but in any event prior to commencing the Work or entering the Jobsite, certificates of insurance and necessary endorsements evidencing that such coverage and limits of insurance are in full force and effect. Certificates of insurance and endorsements must provide clear evidence that SUBCONTRACTOR'S insurance policies contain the minimum limits of coverage prescribed in this clause. Furthermore, certificates shall identify on their face CONTRACTOR'S subcontract number. Delivery of certificates, endorsements and any notices of policy change shall be made to the Subcontract Administrator identified in clause SC-2 AUTHORITY OF PERSONNEL.

SC-11B INVOICING AND PAYMENT (Mar 2012)

- (a) SUBCONTRACTOR shall prepare and submit invoices pursuant to the Special Condition titled "MEASUREMENT FOR PAYMENT." CONTRACTOR may reject all or part of an invoice because the measurement for payment provisions have not been met, noting the deficiencies for SUBCONTRACTOR correction and compliance with the subcontract requirements.

CONTRACTOR may require SUBCONTRACTOR to withhold amounts from its billings until a reserve is set aside in an amount that the Subcontract Administrator considers necessary to protect CONTRACTOR'S interests. The Subcontract Administrator may require a withhold of up to 5 percent (5%) of the amounts due to SUBCONTRACTOR, but the total amount shall not exceed \$50,000. The amounts withheld shall be retained until the Subcontract Administrator no longer deems such action necessary to protect CONTRACTOR'S interests.

Within thirty (30) calendar days after receipt of an invoice, CONTRACTOR will pay SUBCONTRACTOR the approved invoice amount, less any withholds.

CONTRACTOR may, as a condition precedent to any payment, require SUBCONTRACTOR to submit for itself, its subcontractors, immediate and remote, and all material suppliers, vendors, laborers and other parties acting through or under it, complete waivers and releases of all claims against CONTRACTOR or GOVERNMENT arising under or by virtue of this subcontract. Upon request, SUBCONTRACTOR shall in addition furnish acceptable evidence that all such claims have been satisfied.

Failure to specify the subcontract number or to submit supporting documentation may be cause for invoice rejection or delay in payment.

- (b) Any amounts otherwise payable under this subcontract may be withheld, in whole or in part, if:
- (1) Any claims are filed against SUBCONTRACTOR by CONTRACTOR, GOVERNMENT or third parties (for which CONTRACTOR or GOVERNMENT is or may become liable);
 - (2) SUBCONTRACTOR is in default of any subcontract condition;
 - (3) Adjustments are due from previous overpayment or audit result; or
 - (4) Offsets in favor of CONTRACTOR in other transactions are asserted.

CONTRACTOR will pay SUBCONTRACTOR such withheld payments when all issues are resolved to CONTRACTOR'S satisfaction.

If claims filed against SUBCONTRACTOR connected with performance under this subcontract, for which CONTRACTOR may be held liable if unpaid (e.g., unpaid withholding and back taxes), are not promptly discharged by SUBCONTRACTOR after receipt of written notice from CONTRACTOR to do so, CONTRACTOR may discharge such claims and deduct all costs in connection with such removal from withheld payments or other monies due, or which may become due, to SUBCONTRACTOR. If the amount of such withheld payment or other monies due SUBCONTRACTOR under this subcontract is insufficient to meet such costs, or if any claim

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against SUBCONTRACTOR is discharged by CONTRACTOR after final payment is made, SUBCONTRACTOR and its surety or sureties, if any, shall promptly pay CONTRACTOR all costs incurred thereby regardless of when such claim arose.

- (c) Upon final acceptance of the Work by CONTRACTOR, SUBCONTRACTOR shall submit to CONTRACTOR a completed final release of claims acceptable to CONTRACTOR and a final correct invoice. Within thirty (30) calendar days after receipt of the final release of claims and final correct invoice, CONTRACTOR shall pay SUBCONTRACTOR the amount then remaining due.
- (d) SUBCONTRACTOR shall submit all invoices, in form and format directed by CONTRACTOR, electronically to invoices@lanl.gov or through the U.S. Postal Service to:

Los Alamos National Security, LLC
Los Alamos National Laboratory
Accounting Department, MS P240
P.O. Box 1663
Los Alamos, NM 87545-1663

SC-12A LANL DELIVERY DAYS (Jan 2010 – Added)

Unless otherwise approved in writing by the Subcontract Administrator, SUBCONTRACTOR shall not make deliveries to LANL on the following days:

- Saturday and Sunday;
- The days designated as national holidays (i.e., New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day);
- If a national holiday falls on a Saturday or Sunday, the preceding Friday or the following Monday may not be a LANL work day; therefore contact the Subcontract Administrator for an acceptable delivery date;
- The Friday after Thanksgiving; and
- The days falling between Christmas Day and New Year's.

SC-13A MEASUREMENT FOR PAYMENT (Jun 2009)

- (a) SUBCONTRACTOR shall submit an invoice upon completion of each Payment Milestone. The amount due and payable shall be in accordance with the price set forth in Exhibit "C" Form B Milestone and Payment Schedule and the applicable milestone acceptance criteria of the subcontract.
- (b) SUBCONTRACTOR shall make all necessary measurements and conduct all tests and performance demonstrations required to establish each Payment Milestone has been satisfactorily accomplished. SUBCONTRACTOR shall notify CONTRACTOR prior to the time such measurements, tests or demonstrations are made or conducted. CONTRACTOR, at its discretion, may witness and verify such measurements, tests or demonstrations. Copies of all SUBCONTRACTOR'S records made for the purpose of determining Payment Milestone completion shall be furnished to CONTRACTOR upon request.

SC-15 ON-SITE USE OF RADIOACTIVE MATERIAL (Jan 2010)

No radioactive material may be used or stored at the work site unless approved in advance in writing by the Subcontract Administrator.

SC-20 SECURITY INTEREST (Jun 2009)

- (a) SUBCONTRACTOR grants CONTRACTOR a security interest in the Goods and any special tooling and special test equipment as defined in FAR 45.101, Definitions, together with all raw materials, components, and inventory identified thereto ("Collateral"), whether now owned or

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hereafter acquired, and products and proceeds thereof as security for any and all advances or progress payments now or hereafter made under or in connection with this subcontract. SUBCONTRACTOR further agrees:

- (1) to execute such financing statements or other related documents evidencing such security interest as CONTRACTOR may request from time to time for the purpose of perfecting or continuing such security interest in the Collateral;
 - (2) to allow CONTRACTOR to unilaterally file unexecuted financing statements or other related documents to the extent legally permitted without notice to SUBCONTRACTOR; and
 - (3) to provide to CONTRACTOR such information as is necessary for filing financing statements or related documents.
- (b) SUBCONTRACTOR agrees that it will, and will permit CONTRACTOR'S representatives to, appropriately mark and/or segregate the Collateral so as to indicate CONTRACTOR'S and GOVERNMENT'S interest therein. SUBCONTRACTOR further agrees that it will not sell, assign, or otherwise dispose of any of the Collateral and that it will not create, suffer, or permit to attach or exist any lien or encumbrance thereon, except for the interest granted CONTRACTOR hereunder. SUBCONTRACTOR further agrees that CONTRACTOR'S right to a security interest is in addition to and not in lieu of any other rights of CONTRACTOR or GOVERNMENT to the Collateral under this subcontract or at law.
- (c) SUBCONTRACTOR shall insert the substance of this clause, including this subclause, in all its purchase orders and subcontracts pursuant to which advances or progress payments are to be made.

SC-24 TECHNICAL DATA RIGHTS (Jun 2009)

CONTRACTOR and GOVERNMENT shall have, and SUBCONTRACTOR hereby grants CONTRACTOR and GOVERNMENT, a permanent, assignable, non-exclusive, royalty-free license to use any concept, product, process (patentable or otherwise), copyrighted material (including without limitation documents, specifications, calculations, maps, sketches, notes, reports, data, models, samples, drawings, designs, and electronic software) and confidential information owned by SUBCONTRACTOR upon commencement of the Work under this subcontract and used by SUBCONTRACTOR or furnished or supplied to CONTRACTOR or GOVERNMENT by SUBCONTRACTOR in the course of performance under this subcontract.

SC-103 KEY PERSONNEL (Jun 2009)

SUBCONTRACTOR shall not reassign or remove the key personnel listed below without the prior written authorization of CONTRACTOR. The key personnel listed below are an essential and material consideration for this subcontract. Any change to Key Personnel will be required to meet minimum qualifications listed herein and is subject to CONTRACTOR approval.

Name

Title/Position

*

Project Manager

SC-105 LIMITATION OF FUNDS (May 2013)

- (a) Exhibit "C" Form A specifies the amount presently available for payment by CONTRACTOR and allotted to this subcontract. CONTRACTOR will allot additional funds incrementally to the subcontract up to the full subcontract ceiling, provided funds are made available by GOVERNMENT. SUBCONTRACTOR agrees to perform or have performed Work or Services up

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to the point at which the total amount paid and payable approximates, but does not exceed the total amount actually allotted. Directed Change Orders issued under the Changes clause shall not be considered an authorization to exceed the allotted amount.

- (b) SUBCONTRACTOR shall notify CONTRACTOR in writing whenever it has reason to believe that the amount to be invoiced under this subcontract in the next 30 days, when added to all previously invoiced amounts, will exceed 80% of the total funds so far allotted. Upon notification, CONTRACTOR will allot additional funds or may suspend or terminate the subcontract in accordance with its terms.
- (c) SUBCONTRACTOR is not authorized to continue performance or otherwise incur costs in excess of the allotted funds, unless one of the following exceptions applies: (1) if required to protect and maintain the Work in accordance with General Condition GC-44 SUSPENSION; or (2) protect and preserve the property related to this subcontract in accordance with GC-47(x) TERMINATION FOR CONVENIENCE.

SC-107 LOWER-TIER SUBCONTRACTORS (Jun 2009)

- (a) SUBCONTRACTOR shall submit to CONTRACTOR on Exhibit "C" Form C Lower-Tier Subcontractor and Vendor List the list of all lower-tier (at all tiers) subcontractors and vendors and their function, together with a point of contact address and telephone number for each such subcontractor. Whenever, for any reason, SUBCONTRACTOR needs to substitute for, add to, or remove one or more of the aforementioned lower-tier subcontractors from Work under this Subcontract, SUBCONTRACTOR shall do so only with the prior approval of CONTRACTOR.
- (b) CONTRACTOR may not approve any proposed additional/substitute lower-tier subcontractor if CONTRACTOR has actual knowledge of the proposed additional/substitute lower-tier subcontractor's poor environmental compliance or safety performance under existing subcontracts with CONTRACTOR or any work performed for others even if the proposed lower-tier subcontractor has otherwise met all other ES&H qualification requirements in Exhibit F of this subcontract.
- (c) SUBCONTRACTOR'S request for CONTRACTOR approval of additional/substitute lower-tier subcontractor(s) must include the following information for each proposed additional/substitute lower-tier subcontractor:
 - A brief explanation of the need to alter the list of lower-tier subcontractors
 - Name, address, contact, and phone number of proposed lower-tier subcontractor
 - Summary list of tasks to be performed under this Subcontract by the proposed lower-tier subcontractor
 - ESH qualification data for the proposed lower-tier subcontractor if required under Exhibit F of this subcontract.

SC-111 PROGRESS REPORTS (Jun 2009)

On a monthly basis SUBCONTRACTOR shall provide to CONTRACTOR a concise summary report, in form and format and at a time directed by CONTRACTOR, describing the work accomplished during the reporting period, work forecasted to be completed during the next reporting period and a summary of problem areas. CONTRACTOR and SUBCONTRACTOR shall meet weekly to review the status of the Work.

SC-112 REGIONAL PURCHASING PRICING PREFERENCE (Oct 2011)

SUBCONTRACTOR shall maximize procurement opportunities for Northern New Mexico (NNM) small business concerns by implementing a Regional Purchasing Pricing Preference when procuring goods or services for this subcontract exceeding \$100,000. The price preference will be given by adding a 5% adjustment factor to the price/cost including priced options of a proposed lower-tier subcontractor that

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does not meet the definition of a NNM small business concern, when evaluating such bid/offer against other bids/offers received for the same goods or services.

NNM includes the counties of Taos, Santa Fe, Rio Arriba, Sandoval, Mora, San Miguel, and Los Alamos, and the eight regional Pueblos of Nambe, Ohkay Owingeh (formerly known as San Juan), Picuris, Pojoaque, San Ildefonso, Santa Clara, Taos, and Tesuque.

A NNM business concern is a business that is actively engaged in doing business in NNM, has an operative business location in NNM, and uses labor from NNM. To meet these requirements, a business must be able to demonstrate, if and when requested, through the submission of New Mexico gross receipts tax and unemployment compensation tax forms or otherwise, that for the calendar year preceding the submission of its bid/offer:

- (a) it has been properly authorized to do business and has been operating in NNM with a staff of three or more full time equivalent employees (of which 51% must reside in NNM), and that it currently has a facility in NNM that can support the business activity contemplated by the Statement of Work / Scope of Work; or
- (b) it has historically operated in NNM with two or less full time equivalent employees who reside in NNM, it is independently owned (i.e., its owner(s) exercise(s) close control over operations and decisions which are not subject to control or the power to control by others), its majority ownership interest is held by residents of NNM, it has been properly authorized to do business in NNM and it currently has a facility in NNM that can support the business activity contemplated by the Statement of Work / Scope of Work.

SUBCONTRACTOR shall report to CONTRACTOR, on a semiannual basis throughout the term of this subcontract, the results of its efforts to maximize procurement opportunities for NNM small business concerns.

SC-113 SUBCONTRACTOR'S REGIONAL AND COMMUNITY DEVELOPMENT PLAN (Jun 2009)

- (a) SUBCONTRACTOR will begin developing a Subcontractor's Regional and Community Development Plan (SRCDP) immediately upon notice of award and shall deliver its proposed SRCDP to the CONTRACTOR for review and approval within 60 days after notice of award. The SUBCONTRACTOR'S approved SRCDP shall be incorporated into the subcontract by reference through a subcontract modification, and shall apply with the same force and effect as if incorporated in full text.
- (b) During performance of the subcontract, the SUBCONTRACTOR shall maintain records, including receipts, payroll information, and any other documents that demonstrate SUBCONTRACTOR'S compliance with its SRCDP. SUBCONTRACTOR shall submit reports to CONTRACTOR semi-annually documenting its compliance with its SRCDP and, if requested by CONTRACTOR, shall provide evidence to substantiate any statement contained in a report.

SC-114 SUBCONTRACTOR'S SMALL BUSINESS SUBCONTRACTING PLAN (Nov 2012)

- (a) Unless exempt, SUBCONTRACTOR shall comply with the requirements set forth in Appendix SFA-1, FAR clause 52.219-9, Small Business Subcontracting Plan. SUBCONTRACTOR'S Small Business Subcontracting Plan (Plan) is subject to CONTRACTOR'S approval, and once approved is incorporated into this subcontract by reference as appendix B-1 to Exhibit "B."
- (b) Subcontracting reports shall be submitted on the Individual Subcontracting Report (ISR) and the Summary Subcontracting Report (SSR) in accordance with the instructions on the Electronic Subcontracting Reporting System (eSRS) website at <http://www.esrs.gov>. SUBCONTRACTOR shall ensure that its lower-tier subcontractors with subcontracting plans submit the ISR and/or the SSR using eSRS.

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- (c) ISR data must be submitted online at <http://www.esrs.gov> semi-annually during subcontract performance for the periods ending March 31 and September 30. A report is also required for each subcontract within 30 days of subcontract completion. Reports are due 30 days after the close of each reporting period. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the subcontract or the previous reporting period.
- (d) SSR data must be submitted online at <http://www.esrs.gov> annually for the twelve month period ending September 30. Reports are due 30 days after the close of each reporting period.
- (e) Failure of SUBCONTRACTOR to comply in good faith with its CONTRACTOR-approved Plan and the above reporting requirements may be considered a material breach of this subcontract and constitute grounds for termination.

SC-200 U.S. NATIONAL LABORATORIES AND AGENCIES

The Subcontractor recognizes that work performed under this Subcontract is of interest not only to LANS, but to other U.S. national laboratories and agencies as well. The Subcontractor agrees that LANS may share and otherwise distribute deliverables, information, data, software, and any correspondence provided by the Subcontractor under this Subcontract with personnel at the U.S. national laboratories and agencies identified below.

- Sandia Corporation, manager and operator of Sandia National Laboratory (SNL)
- The Regents of the University of California, manager and operator of Lawrence Berkeley National Laboratory (LBNL)
- Lawrence Livermore National Security LLC, manager and operator of Lawrence Livermore National Laboratory (LLNL)
- UChicago Argonne LLC, manager and operator of Argonne National Laboratory (ANL)
- UT-Battelle LLC, manager and operator of Oak Ridge National Laboratory (ORNL)
- U.S. Department of Energy, National Nuclear Security Administration (NNSA)
- U.S. Department of Energy, Office of Science (DOE SC)

This Special Condition does not in any way limit or restrict LANS' or the Government's rights set forth herein.

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**EXHIBIT B
APPENDIX B-1
SMALL BUSINESS SUBCONTRACTING PLAN**

SUBCONTRACTOR'S small business subcontracting plan dated * is attached and incorporated into this subcontract.

SAMPLE